

1. ADVERTISEMENT FOR BIDS

**Heber Public Utility District
1078 Dogwood Road, Suite 103
Heber, CA 92249**

Separate sealed BIDS for the construction of the **Heber Public Utility District –Water Treatment Plant Expansion Project** will be received by **Heber Public Utility District at 1078 Dogwood Road, Suite 103, Heber, CA 92249** until **2:00 pm** (prevailing local time) on **Thursday, August 27, 2015**, and then at said office will be publicly opened and read aloud.

The PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS may be examined at the following locations:

Heber Public Utility District
1078 Dogwood Road, Suite 103
Heber, CA 92249
Phone: (760) 482-2440
Fax: (760) 353-9951

The Holt Group, Inc.
1601 North Imperial Avenue
El Centro, CA 92243
Phone: (760) 337-3883
Fax: (760) 337-5997

Copies of the CONTRACT DOCUMENTS may be obtained at the office of **The Holt Group located at 1601 North Imperial Avenue, El Centro, CA 92243** upon the nonrefundable payment of **\$150.00** for each set.

A **Mandatory** Prebid Conference for prospective BIDDERS will be held at **The Heber Public Utility District's Office**, located at **1078 Dogwood Road, Suite 103, Heber, CA 92249** at **10:00 am** (prevailing local time), on **Thursday, August 6, 2015**. To become a qualified Bidder, all contract documents shall be purchased from **The Holt Group**, and a representative of the Bidder shall be required to sign the official attendance sheet at the **Mandatory** Prebid Conference.

Bid Security: Each Bid must be prepared and submitted in accordance with the Instruction to Bidders and must be accompanied by a bid bond in the amount of 10% of the bid value.

Minimum Qualifications: Prospective Bidders shall be licensed Contractors in the State of California and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. Each Bidder shall have a Class A California Contractor's license.

Disadvantage Business Enterprise: This project is subject to Disadvantaged Business Enterprise (DBE) Program requirements in accordance with State of California Clean Water State Revolving Fund (CWSRF) and Environmental Protection Agency (EPA) requirements of this Advertisement for Bids and other documents listed herein. All EPA funded or assisted projects performed in the United States, must comply with the "Good Faith Efforts" described in 40 CFR Part §33.301, and §33.211; whether by a recipient, sub-recipient, contractor, and/or sub-contractor; for construction, equipment, services and supplies. The contractor is cautioned that whenever possible, posting solicitations for DBE bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date is required. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract.

The Contractor acknowledges to and for the benefit of the Purchaser (Heber Public Utility District) and the State of California that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel

products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Davis-Bacon and Related Acts: This project requires compliance with the Davis-Bacon and Related Acts and adherence to the current U.S. Department of Labor Wage Decision. The Contractor and subcontractors must comply with the minimum rates for wages for laborers and mechanics as determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act (DBA) CA140002, dated 08/08/2014, as specified in 29 CFR Parts 1, 3, 5, 6 and 7, and Related Acts. The Contract provisions and related matters set forth in 29 CFR Part 5- Section 5.5 are hereby made a part of this Contract. Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Documents must be paid on this project. The Wage Decision, including modification, must be posted by the Contractor on the job site.

This is a Public Works Project subject to the rate of prevailing wages as established by the California Department of Industrial Relations. Bidders are notified that the higher of either the Davis-Bacon or the State prevailing wage rate shall apply.

All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to the State of California, Department of Industrial Relations (DIR) per SB 854.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (*See 8 Calif. Code Reg. §16451(d)* for the notice that previously was required for projects monitored by the CMU.)

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka California Division of Labor Standards Enforcement).

(Date)

(Owner's Signature)